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11

12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**

14 U.S. EQUAL EMPLOYMENT
15 OPPORTUNITY COMMISSION,

16 Plaintiff,

17 vs.

18 MEATHEAD MOVERS, INC., and
19 DOES 1-10, inclusive,

20 Defendants.
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Case No.: 2:23-cv-08177-DSF-AGR_x

**STIPULATED PROTECTIVE
ORDER**

DISCOVERY MATTER

Assigned to the Hon. Dale S. Fischer and
Magistrate Judge Alicia R. Rosenberg

ADDITIONAL COUNSEL

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1. A. **PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment

1 under the applicable legal principles. The parties further acknowledge, as set forth
2 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
3 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
4 procedures that must be followed and the standards that will be applied when a
5 party seeks permission from the court to file material under seal.

6 **B. GOOD CAUSE STATEMENT**

7 This action is likely to involve the production of confidential information
8 (including information implicating privacy rights of third parties) for which special
9 protection from public disclosure and from use for any purpose other than
10 prosecution of this action is warranted. Records maintained by Plaintiff EEOC are
11 subject to the Freedom of Information Act (“FOIA”), 5 U.S.C. § 552(b)(1)-(9), and
12 the Federal Records Act, 44 U.S.C. § 3101 et seq. As a result, the EEOC cannot
13 agree to confidentiality of any records which are not subject to a FOIA exemption.
14 Additionally, the EEOC is required to maintain all its litigation files in accordance
15 with the Federal Records Act.

16 Such confidential materials consist of, among other things, personal
17 identifying information of employees and applicants (individual home addresses
18 and phone numbers, social security, taxpayer-identification, and drivers license
19 numbers, day and month of birth, tax forms); personal health information;
20 criminal, substance use, and driving histories; confidential commercial
21 information; confidential financial information; and business trade secrets. The
22 enumerated categories of information are covered by FOIA exemptions. 5 U.S.C.
23 §552(b)(4), (6).

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled or required to keep confidential, to
27 ensure that the parties are permitted reasonable necessary uses of such material in
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1 preparation for and in the conduct of trial, to address their handling at the end of
2 the litigation, and serve the ends of justice, a protective order for such information
3 is justified in this matter.

4 It is the intent of the parties that information will not be designated as
5 confidential for tactical reasons and that nothing be so designated without a good
6 faith belief that it has been maintained in a confidential, non-public manner, and
7 there is good cause why it should not be part of the public record of this case. A
8 Party that did not treat the information as confidential outside of this litigation may
9 not designate that information as confidential. Only information that a party
10 produces in discovery may be treated as confidential.

11 2. DEFINITIONS

12 2.1. Action: The instant action, *EEOC v. Meathead Movers, Inc.*, Central
13 District of California Case No. 23-cv-08177.

14 2.2. Challenging Party: a Party or Non-Party that challenges the
15 designation of information or items under this Order.

16 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
17 how it is generated, stored or maintained) or tangible things that qualify for
18 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
19 the Good Cause Statement.

20 2.4. Counsel: For Defendant, Counsel includes Counsel of Record (as well
21 as their support staff). For Plaintiff, Counsel includes Counsel of Record and
22 attorneys assisting with this litigation within the EEOC’s Office of General
23 Counsel (as well as their support staff). It does not include the Office of Field
24 Programs.

25 2.5. Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 “CONFIDENTIAL.”
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1 2.6. Disclosure or Discovery Material: all items or information, regardless
2 of the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced
4 or generated in disclosures or responses to discovery in this matter.

5 2.7. Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to
7 serve as an expert witness or as a consultant in this Action.

8 2.8. Non-Party: any natural person, partnership, corporation, association,
9 or other legal entity not named as a Party to this action.

10 2.9. Party: any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Counsel.

12 2.10. Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 2.11. Professional Vendors: professional jury consultants, professional trial
15 consultants, mock jurors, persons or entities that provide substantive litigation
16 support services (e.g., videotaping, translating, preparing exhibits or
17 demonstrations, and organizing, storing, or retrieving data in any form or medium),
18 and employees and subcontractors of all the groups listed in this definition.

19 2.12. Protected Material: any Disclosure or Discovery Material that is
20 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL—
21 ATTORNEYS’ EYES ONLY.”

22 2.13. Receiving Party: a Party that receives Disclosure or Discovery
23 Material from a Producing Party.

24
25 3. SCOPE

26 The protections conferred by this Order cover not only Protected Material
27 (as defined above), but also (1) any information copied or extracted from Protected
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1 Material; (2) all copies, excerpts, or summaries of Protected Material; and (3) any
2 deposition testimony, conversations, or presentations by Parties or their Counsel
3 that might reveal Protected Material, other than during mediation, a court hearing,
4 or at trial.

5 Any use of Protected Material during a court hearing or at trial shall be
6 governed by the orders of the presiding judge. This Order does not govern the use
7 of Protected Material during a court hearing, dispositive motion practice, or at trial.

8 4. DURATION

9 The confidential treatment of information designated as confidential under
10 this order expires at the conclusion of discovery in this matter, unless compelling
11 reasons supported by specific factual findings to proceed otherwise are made to the
12 trial judge in advance of the conclusion of discovery. *See Kamakana v. City and*
13 *County of Honolulu*, [447 F.3d 1172, 1180-81 \(9th Cir. 2006\)](#) (distinguishing “good
14 cause” showing for sealing documents produced in discovery from “compelling
15 reasons” standard when merits-related documents are part of court record).

16 Accordingly, the terms of this protective order do not extend beyond the expiration
17 of discovery.
18

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1. Exercise of Restraint and Care in Designating Material for Protection.
21 Each Party or Non-Party that designates information or items for protection under
22 this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents,
26 items, or communications for which protection is not warranted are not swept
27 unjustifiably within the ambit of this Order.
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to
4 impose unnecessary expenses and burdens on other parties) may expose the
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2. Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions), that the Producing Party affix
17 at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL
18 legend") to each page that contains protected material. If only a portion or portions
19 of the material on a page qualifies for protection, the Producing Party also must
20 clearly identify the protected portion(s) (e.g., by making appropriate markings in
21 the margins).

22 A Party or Non-Party that makes original documents available for inspection
23 need not designate them for protection until after the inspecting Party has indicated
24 which documents it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for inspection shall be
26 deemed "CONFIDENTIAL." After the inspecting Party has identified the
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1 documents it wants copied and produced, the Producing Party must determine
2 which documents, or portions thereof, qualify for protection under this Order.
3 Then, before producing the specified documents, the Producing Party must affix
4 the CONFIDENTIAL legend to each page that contains Protected Material. If only
5 a portion or portions of the material on a page qualifies for protection, the
6 Producing Party also must clearly identify the protected portion(s) (e.g., by making
7 appropriate markings in the margins).

8 (b) for testimony given in depositions, that the Designating Party
9 identify on the record, before the close the deposition, all Disclosure or Discovery
10 Material and/or testimony requiring confidential designation under this order.

11 (c) for information produced in some form other than documentary and
12 for any other tangible items, that the Designating Party affix in a prominent place
13 on the exterior of the container or containers in which the information is stored the
14 CONFIDENTIAL legend. If only a portion or portions of the information warrants
15 protection, the Producing Party, to the extent practicable, shall identify the
16 protected portion(s).

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18 5.3. Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party's right to secure protection under this Order for such
21 material. Upon timely correction of a designation, the Receiving Party must make
22 reasonable efforts to assure that the material is treated in accordance with the
23 provisions of this Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1. Timing of Challenges. The party who receives information
26 designated as CONFIDENTIAL under this Protective Order may, at any time,
27 notify the party who requested the confidential treatment that it objects to the
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1 treatment of the information as CONFIDENTIAL. A party or non-party may
2 challenge a designation of confidentiality at any time consistent with the Court's
3 Scheduling Order.

4 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process under Local Rule 37-1 et seq.

6 6.3. The burden of persuasion in any meet and confer, joint stipulation
7 under Local Rule 37-2, or challenge proceeding shall be on the Designating Party.
8 Frivolous challenges, and those made for an improper purpose (e.g., to harass or
9 impose unnecessary expenses and burdens on other parties) may expose the
10 Challenging Party to sanctions. Unless the Designating Party has waived or
11 withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the
13 Producing Party's designation until the Court rules on the challenge.

14 7. ACCESS TO AND USE OF PROTECTED MATERIAL

15 7.1. Basic Principles. A Receiving Party may use Protected Material that
16 is disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. EEOC
18 may use any information designated confidential in furtherance of its enforcement
19 activities in any other matter in which the party designating such information as
20 confidential has been named as a party, but must treat such information as
21 confidential until such time as the confidential treatment expires under this Order
22 or is withdrawn either by agreement of the parties or by court order. Such
23 Protected Material may be disclosed only to the categories of persons and under
24 the conditions described in this Order.

25 Protected Material must be stored and maintained by Defendant at a location
26 and in a secure manner that ensures that access is limited to the persons authorized
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1 under this Order. The EEOC will similarly store and maintain Protected Material
2 at a location and in a secure manner that ensures that access is limited to the
3 persons authorized under this Order, provided that this is consistent with the
4 EEOC's requirements to manage its records in accordance with the Federal
5 Records Act, 44 U.S.C. § 3101 et seq.; 36 C.F.R. part 1220.

6 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
7 otherwise ordered by the court or permitted in writing by the Designating Party, a
8 Receiving Party may disclose any information or item designated
9 "CONFIDENTIAL" only to:

- 10 (a) the Receiving Party's Counsel;
- 11 (b) the Receiving Party, which includes officers or managers of the
12 Receiving Party who have a need to know the information for purposes of this
13 litigation;
- 14 (c) Outside Experts (as defined in this Order) of the Receiving Party to
15 whom disclosure is reasonably necessary for this Action and who have signed the
16 "Acknowledgment and Agreement to Be Bound" (Exhibit A) or whose contract
17 includes a confidentiality provision, and a copy of this Order and Exhibit A;
- 18 (d) Experts employed by Plaintiff EEOC;
- 19 (e) the court and its personnel;
- 20 (f) court reporters and videographers involved in recording depositions
21 and proceedings in this litigation;
- 22 (g) Professional Vendors who have signed the "Acknowledgment and
23 Agreement to Be Bound" (Exhibit A);
- 24 (h) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;
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1 (i) during their depositions, witnesses, and attorneys for witnesses, in the
2 Action to whom disclosure is reasonably necessary provided: (1) the deposing
3 party requests that the witness sign the “Acknowledgment and Agreement to Be
4 Bound” (Exhibit A); and (2) they will not be permitted to keep any confidential
5 information unless they sign the “Acknowledgment and Agreement to Be Bound”
6 (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the
7 court. Pages of transcribed deposition testimony or exhibits to depositions that
8 reveal Protected Material may be separately bound by the court reporter and may
9 not be disclosed to anyone except as permitted under this Protective Order;

10 (j) any mediator or settlement officer, and their supporting personnel,
11 mutually agreed upon by any of the parties engaged in settlement discussions; and

12 (k) any other individual a party believes reasonably necessary to review
13 such information to assist the party in its presentation or defense of claims in the
14 litigation, who have signed the “Acknowledgment and Agreement to Be Bound”
15 (Exhibit A).
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17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If Defendant is served with a subpoena or a court order issued in other
20 litigation that compels disclosure of any information or items designated in this
21 Action as “CONFIDENTIAL,” Defendant must:

22 (a) promptly notify in writing the Designating Party. Such notification
23 shall include a copy of the subpoena or court order unless prohibited by law;

24 (b) promptly notify in writing the party who caused the subpoena or
25 order to issue in the other litigation that some or all of the material covered by the
26 subpoena or order is subject to this Protective Order. Such notification shall
27 include a copy of this Protective Order; and
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1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, Defendant shall not
4 produce any information designated in this action as “CONFIDENTIAL” or
5 “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” before a
6 determination by the court from which the subpoena or order issued, unless
7 Defendant has obtained the Designating Party’s permission, or unless otherwise
8 required by the law or court order. The Designating Party shall bear the burden
9 and expense of seeking protection in that court of its confidential material and
10 nothing in these provisions should be construed as authorizing or encouraging a
11 Receiving Party in this Action to disobey a lawful directive from another court.
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13 If Plaintiff is served with a subpoena or court order to produce documents or
14 information designated as “CONFIDENTIAL”, Plaintiff will follow its obligations
15 under FOIA, including withholding documents that fit within a FOIA exemption.
16 5 U.S.C. § 552(b)(1)-(9).

17 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
18 PRODUCED IN THIS LITIGATION

19 (a) The terms of this Order are applicable to information produced by a
20 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
21 produced by Non-Parties in connection with this litigation is protected by the
22 remedies and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an express signed agreement with the Non-Party not to produce the Non-
27 Party’s confidential information, then the Party shall:
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1 (1) promptly notify in writing the Requesting Party and the Non-
2 Party that some or all of the information requested is subject to a confidentiality
3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Protective
5 Order in this Action, the relevant discovery request(s), and a reasonably specific
6 description of the information requested; and

7 (3) make the information requested available for inspection by the
8 Non-Party, if requested.

9 (c) If an unrepresented Non-Party fails to seek a protective order from
10 this court within 14 days of receiving the notice and accompanying information,
11 the Receiving Party may produce the Non-Party's confidential information
12 responsive to the discovery request. If the Non-Party timely seeks a protective
13 order, the Receiving Party shall not produce any information in its possession or
14 control that is subject to the confidentiality agreement with the Non-Party before a
15 determination by the court unless otherwise required by the law or court order.
16 Absent a court order to the contrary, the Non-Party shall bear the burden and
17 expense of seeking protection in this court of its Protected Material.

18 (d) This provision shall not apply to permit a Party to delay production of
19 documents maintained in the course of its business operations which contain
20 confidential information, such as personnel information and employment
21 applications. An express agreement that certain information is confidential and
22 will not be produced is required to withhold on the basis of this provision.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has
25 disclosed Protected Material to any person or in any circumstance not authorized
26 under this Protective Order, the Receiving Party must immediately (a) notify in
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1 writing the Designating Party of the unauthorized disclosures, (b) use its best
2 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
3 person or persons to whom unauthorized disclosures were made of all the terms of
4 this Order, and (d) request such person or persons to execute the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

6 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
7 PROTECTED MATERIAL

8 Pursuant to Federal Rule of Evidence 502(d) and (e), the parties agree that
9 the inadvertent production of privileged or otherwise protected material shall not
10 waive attorney-client privilege or work product protection.

11 12. MISCELLANEOUS

12 12.1. Right to Further Relief. Nothing in this Order abridges the right of
13 any person to seek its modification by the Court in the future.

14 12.2. Right to Assert Other Objections. No Party waives any right it
15 otherwise would have to object to disclosing or producing any information or item
16 on any ground not addressed in this Protective Order. Similarly, no Party waives
17 any right to object on any ground to use in evidence of any of the material covered
18 by this Protective Order.

19 12.3. Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
21 orders of the assigned District Judge and Magistrate Judge. Protected Material
22 may only be filed under seal pursuant to a court order authorizing the sealing of the
23 specific Protected Material at issue. If a Party’s request to file Protected Material
24 under seal is denied by the court, then the Receiving Party may file the information
25 in the public record unless otherwise instructed by the court.
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13. Any violation of this Order may be punished by any and all appropriate remedies available under the law.

14. This Order is subject to modification at any time by written agreement of all parties to this lawsuit or upon Court Order. Any person may seek an Order to modify or vacate this Order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: November 5, 2024

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: /s/ Andrea Ringer
Andrea Ringer
Attorneys for Plaintiff EEOC

DATED: November 5, 2024

MILLER BARONDESS, LLP

By: 
MIRA HASHMALL
Attorneys for Defendant MEATHEAD
MOVERS, INC.

FOR GOOD CAUSE, IT IS SO ORDERED.

Dated: November 7, 2024


Honorable Alicia G. Rosenberg
United States Magistrate Judge

SIGNATURE ATTESTATION

The other signatories listed, and on those behalf the filing is submitted,
concur in the filing's content and have authorized the filing.

DATED: November 5, 2024

MILLER BARONDESS, LLP



By: _____

MIRA HASHMALL
Attorneys for Defendant MEATHEAD
MOVERS, INC.

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Protective Order that was issued
by the United States District Court for the Central District of California on
_____ in the case of *EEOC v. Meathead Movers, Inc.*,
Central District of California Case No. 23-cv-08177. I agree to comply with and to
be bound by all the terms of this Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District
Court for the Central District of California for the purpose of enforcing the terms
of this Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print
or type full name] of _____ [print or
type full address and telephone number] as my California agent for service of
process in connection with this action or any proceedings related to enforcement of
this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____